

***United States Court of Appeals
for the Second Circuit***



APPENDIX

NO. 74-1896

UNITED STATES COURT OF APPEALS
FOR THE SECOND DISTRICT

UNITED STATES OF AMERICA,

Plaintiff,

-v-

THEODORE DELMAR, BARBARA DELMAR a/k/a
BARBARA KAUFMAN, DANIEL M. GENTILE,
LEONE GOLDMAN, LOU MARTI, et al.,

Defendants.

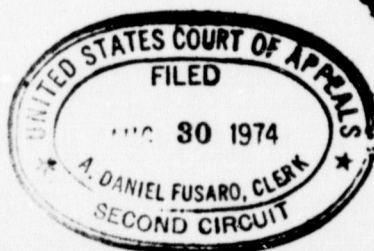
STUYVESANT INSURANCE COMPANY,

Appellant.

APPENDIX

BOBICK, DEUTSCH & SCHLESSER
Attorneys for Stuyvesant
Insurance Co., Appellant
Office & P. O. Address
149 West 72nd Street
New York, N.Y. 10023

PAUL J. CURRAN
U. S. Attorney
Southern District of New York
Attorney for United States of
America
United States Courthouse
Foley Square
New York, New York



B P/S

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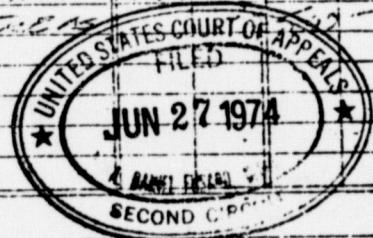
CRIMINAL DOCKET
UNITED STATES DISTRICT COURT

Mitzner, J. 67 CRIM. 986

D. C. Form No. 100 Rev.

TITLE OF CASE		ATTORNEYS
THE UNITED STATES		XXXXXXXXXX
vs.		Title 18, Section 371 U.S. Code
1- THEODORE DELMAR - Bt. Cts		Unlawful conspiracies to transport
2- BARBARA DELMAR a/k/a Barbara Kaufman-Bt. Cts.		in interstate & foreign commerce
3- DANIEL M. GENTILE - Bt. Cts.		for the purpose of sale & distribution
4- LEON GOLDMAN - Bt. Cts.		of obscene, lewd, lascivious & filthy pictures, film & prints.
5- LOU MARTI - Bt. Cts.		
6- LYLE RUSSELL PELLETIER - Bt. Cts.		
7- LOU SAKS - Ct. 2 only		TWO COUNTS
8- GERALD L. SCHOGNET - Ct. 1 only		XXXXXXXXXX
9- RAMON S. STEWART - Ct. 1 only		
10- STEWART COLOR LABORATORIES, INC. - Ct. 1 only		

STATISTICAL RECORD	COSTS	DATE	NAME OR RECEIPT NO.	REC.	FILED
J.S. 2 mailed ✓	Clerk	12-1-67	12-1-67		
J.S. 3 mailed 3 5-6-7-8-9-10	Marshal	12-1-67	12-1-67		
Violation	Docket fee	12-1-67	12-1-67		
Title		12-1-67	12-1-67		
Exh. Complaint #14791		12-1-67	12-1-67		
3-14-69 - DANIEL M. GENTILE:	Fined \$500.00 to be paid				
RAMON S. STEWART:	Fined \$500.00 to be paid				
GERALD L. SCHOGNET:	Fined \$500.00 to be paid				
STEWART COLOR LAB. INC.	Fined \$500.00 to be paid				



DATE	PROCEEDINGS
12-1-67	Indictment ordered sealed. MC GOWEN, J.
12-1-67	Bench warrants ordered as to Theodore Delmar, Barbara Delmar, Leon Goldman, Lou Marti & Lou Saks. MC GOWEN, J. - 12-1-67 Bench warrants issued. MC GOWEN, J.
12-5-67	Indictment ordered unsealed. MOTLEY, J.
12-5-67	THEODORE DELMAR) Each deft. brought to court on warrant. BARBARA DELMAR, a/k/a Barbara Kaufman) Pleadings adjd to 12-19-67. Defts. ordered Lou Marti) fingerprinted. Bails fixed at \$2,000.00 Lou Saks) Defts paroled until 4 P.M. 12-6-67 to post bail. MOTLEY, J.
12-1-67	LOU MARTI) Filed notices of appearances (1) by Boback & Deutch, Esq., THEODORE DELMAR) 149 W. 72 nd St. N.Y.C. by Edward Boback, Esq., BARBARA DELMAR) Tr. 3-7051
12-1-67	LOU SAKS - Filed notice of appearance by Gustave H. Newman, Esq. 186 Joralemon St.

DATE	PROCEEDINGS
	Filed
12/12/67	LOU MARTI Warrant for arrest of defendant dated 12/1/67 EXECUTED 12/6/67
12/12/67	BARBARA and THEODORE DELMAR: Filed warrants for arrest of defendants dated 12/1/67 both warrants executed 12/5/67.
12-19-67	Theodore Delmar, Barbara Delmar,) each deft. pleads not guilty and bails continued Lou Marti and Lou Saks) in the sum of \$ 2,000. as to each deft. adjd to 1-23-68 for all purposes. Motley, J.
12-19-67	Ramon S. Stewart, Gerald L Schochet) Each deft. pleads not guilty and bails continue Lyle Russ Pelletier) in the sum of \$ 500, as to each deft. adjd to 1-23-68 for all purposes. Motley, J.
12-19-67	Stewart Color laboratories Inc. Pleads not guilt, through Ramon S. Stewart, Secretary. Motley, J.
12-19-67	Atkinson Leon Goldman. Bail ordered forfeited. Motley, J.
12-19-67	G.L. SCHOCHET,) Filed notice of appearance by Morris Rax Goldman Esq; 233 Broadway R.S. STEWART.) New York, New York STEWART COLOR-LAB. INC.)
12-22-67	Daniel M. Gentile:- pleads not guilty- Bail continued (\$ 2,000 adjd to 1-23-68 for all purposes. Motley, J.
12-22-67	DANIEL M. GENTILE-Filed Notice of appearance by Eli Kramer, 277 B*way, NYC, WO 2-2030.
12/26/67	LOU SAKS: Filed warrant for arrest of defendant dated 12/1/67, EXECUTED 12/5/67.
12-30-67	<i>Paul Soler</i> - FILED dated 12-5-67
1-16-68	LOU MARTI - Filed affidavit & notice of motion to dismiss the indictment. (Ret. 1-30-68)
1-16-68	LOU MARTI - Filed affidavit & notice of motion for a bill of particulars. (Ret. 1-30-68)
1-16-68	T. DELMAR) - Filed affidavit & notice of motion to dismiss the indictment. (Ret. 1-30-68) B. DELMAR)
1-16-68	T. DELMAR) - Filed affidavit & notice of motion for a bill of particulars. (Ret. 1-30-68) B. DELMAR)
1/17/68	LEON GOLDMAN:- Filed copy Dept. Of Just. receipt #647698 showing receipt of \$4,000. payment in full received 1/8/68 on bail forfeiture.
1-19-68	THEODORE DELMAR-Filed affdet & notice of motion for suppression ret. 1-30-68.
1/26/68	T. DELMAR; BARBARA DELMAR and LUIS MARTI:- Filed Government affidavit in opposition to the defendants motions,...
2-19-68	THEODORE DELMAR) . Filed memo endorsed on motion paper filed 1-16-68. Barbara DELMAR) * * * The motion is denied as without merit. So Ordered. WYATT, J. (See memo filed.) (Mailed notice.)
2-19-68	THEODORE DELMAR) Filed memo endorsed on motion for B/P filed filed 1-16-68 BARBARA DELMAR) Motion granted in part, denied in part. (See memo filed.) (Mailed notice.) WYATT, J.

(Cont'd on page 3.)

DATE	PROCEEDINGS
2-12-68	THEODORE DELMAR - Filed memo endorsed on motion to suppress filed 1-19-68. * * * The motion to return, suppress, etc., is denied. So Ordered. (See memo filed)(Mailed notice.) WYATT, J.
2-19-68	LOU MARTI - Filed memo endorsed on motion to dismiss filed 1-16-68. * * * The motion is denied as without merit. So Ordered. (See memo filed.)(Mailed notice.) WYATT, J.
2-19-68	LOU MARTI - Filed memo endorsed on motion for B/P filed 1-18-68. * * * Motion granted in part, denied in part. (See memo filed.) So Ordered. (Mailed notice.) WYATT, J.
2-20-68	RAYMON S. STEWART - Filed affidavit/consents and order extending the bail limits to include the Southern District of New York and Montego Bay, JAMAICA Jamaica from the date of this order to the 27th Day of February, 1968. FRANKEL, J. - (Mailed notice.)
2-28-68	BARBARA DELMAR--Def't. ordered re fingerprinted-Bail continued-- FRANKEL, J.
3-26-68	EDDY DELMAR: Filed following papers received from US Court: Copy Court's docket sheet Transmittal of proceeds; Warrant dtd 4-12-68, WYATT, execute 4-13-68; Complaint W/L Bail bond dtd 5-28-68, sum of \$2,000., stayesant Ins. Co. of John H. Adams, Asst. U.S. Atty
10-31-68	THEODORE DELMAR, ETAL- Filed affdvt/for W/H/C Ad Testificandum (Robert Allen Brauer. Writ issued, ret. 11-12-68
10-31-68	THEODORE DELMAR- Filed affdvt of John H. Adams for W/H/C Ad Testificandum (william henry Brauer) Writ issued, ret. 11-12-68
12-3-68	THEODORE DELMAR) Bench Warrant issued - Bail forfeited- BARBARA DELMAR) TENNEY, J. XXXXXXXXXX
12-3-68	THEODORE DELMAR) BARBARA DELMAR) Bench Warrants issued
12-4-68	RAYMOND S. STEWART) GERALD L. SCHOCHET) STEWART COLOR LABORATORIES INC) Changed plea from Not Guilty to GUILTY as charged in Count 1. Sentence date not set. Continued on present Bail. DANIEL M. GENTILE- (atty present) changed plea from Not Guilty to GUILTY as charged in Counts 1 & 2. Sentence date not set. Continued on present bail. LOU SAYS) LOU MARTI) move for severance. Motions GRANTED with consent of Government. Trial date to be set at a later date. Continued on present bail TENNEY, J.
12-5-68	LYLE RUSSELL PELLETIER- Filed order that a copy of the transcribed stenographic minutes of the trial in progress be provided Daily Copy for the Def't. in forma pauperis and that the cost of said minutes be paid by the USA XXXXXXXXXXXXXXX(3 certified copies of order sent to TENNEY, J. court reporters)

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DATE	PROCEEDINGS
12-5-68	THEODORE DELMAR) Severed by order of the Court. BARBARA DELMAR)
	LYLE RUSS PELLETIER- Before Judge TENNEY- Trial begun
12-6-68	Trial continued
12-9-68	Trial continued - JURY EMPANELLED & SWORN
12-10-68	Trial continued
12-11-68	Trial continued - Deft. withdraws plea of NOT GUILTY to counts 1 & 2 of the indictment and pleads GUILTY to counts 1 & 2. Continued on present bail with consent of the Government. Sentence date set as March 4, 1969 at which time depts. RAMON S. STEWART, GERALD L. SCHOCHET and DANIEL M. GENTILE will also be sentenced and STEWART COLOR LABS, INC. TENNEY, J.
12-13-68	THEODORE DELMAR- Filed Warrant for arrest of deft. 12-3-68 & Marshal's return unexecuted on 12-4-68
12-13-68	BARBARA DELMAR- Filed Warrant for arrest of Deft. dtd. 12-3-68 & Marshal's return unexecuted dtd. 12-4-68
12-26-68	LOU SAKS) Filed affdvt. & notice of motion to sever the 2d ct. of this indictment LOU MARTI) & to proceed to trial on either the 1st ct. as to deft. Marti or upon the 2nd ct. only against depts. Marti & Saks. Ret. 12-30-68 before Tenney, J. in room 618. (1/10/69)
12-30-68	LOU MARTI- Bail increased from \$2,000 to \$25,000. Paroled until 4 P.M. 12-30-68 to post increased bail TENNEY, J.
1/10/69	Filed Transcript of record of proceedings, dated Theodore Delmar 12/11/68
1/10/69	Filed Transcript of record of proceedings, dated Barbara Delmar 11/6/68
1-7-69	LOU MARTI) Before TENNEY, J- Trial by Jury LOU SAKS)
1-8-69	Trial continued
1-10-69	Trial continued
1-13-69	Trial continued
1-14-69	Trial continued
1-15-69	Trial continued
1-17-69	Trial continued
1-20-69	Trial continued
1-21-69	Trial continued
1-22-69	Trial continued

continued on Page 5

DATE	PROCEEDINGS
1-23-69	Trial continued
1-24-69	Trial continued
1-27-69	Trial continued
1-28-69	Trial continued
1-29-69	Trial continued
1-30-69	Trial continued and concluded. - VERDICT
	LOU MARTI- GUILTY on counts 1 & 2. Bail increased to \$35,000.
	LOU SAKS- GUILTY on count 2. Bail increased to \$15,000.
	Conditions of Bail (BOTH DEFTS) restricted to Eastern & Southern District only. Deft. MARTI- must surrender his passport to the U.S. Atty. (BOTH DEFTS) must report to Asst. Tripp or Adams every Monday & Thursday at 12:00 Noon. Additional bail to be posted by 2:00 P.M. on Jan. 31, 69. Sentences date 3-14-69. Pre sentence investigation ordered. TENNEY, J.
2-7-69	WILLIAM HENRY BRAUER, Filed W/H/C AD Testificandum 11-12-68 Writ satisfied. COOPER,
2-7-69	ROBERT ALLEN BRAUER, Filed W/H/C AD Testificandum 11-12-68 Writ satisfied. COOPER,
2-17-69	BARBARA DELMAR) Filed Dept. of Justice Recript #650,186, Bail bond forfeiture for THEODORE DELMAR) \$2,000.00 & \$2,000.00 marked paid in full dtd. 2-10-69
2-19-69	LUIS MARTI- Filed consent & order that the bail limits as prescribed in the deft's bail bond, executed on 12-1967, amended on 1-2-69 and further amended on 1-31-69, be and they hereby are extended to include the Southern District of New York and the District of Columbia for the 21st day of Feb. 1969 etc. TENNEY, J.
	consent &
3-5-69	LUIS MARTI- Filed/order that the bail limits as prescribed in the deft's bail bond executed on 12-1967, amended on 1-2-69 & further amended on 1-31-69 be and they hereby are extended to include the SDNY and the Dist. of Columbia etc. TENNEY,
	# 69,969
3-14-69	DANIEL M. GENTILE: Filed Judgment (atty present) It is adjudged that the deft. is guilty as charged and convicted, the deft. is FINED \$250.00 on each of counts 1 & 2. Total fined of \$500.00 are to be paid within sixty (60) days or the deft. is to be committed until the fines are paid or he is otherwise discharged according to law. TENNEY, J.
	# 69,970
3-14-69	RAMON S. STEWART: Filed Judgment (Atty. present) It is adjudged that the deft. is guilty as charged and convicted, the deft. is FINED \$500.00 on count 1. The fine is to be paid within sixty (60) days or the deft. is to be committed until the fine is paid or he is otherwise discharged according to law. TENNEY,
3-14-69	GERALD L. SCHOCHET: Filed Judgment # 69,971 (atty present) It is adjudged that the deft. is guilty as charged and convicted, the deft is FINED \$500.00 on count 1. the Fine is to be paid within sixty (60) days or the deft. is to be committed until the fine is paid or he is otherwise discharged according to law. TENNEY, J.

(over)

DATE	PROCEEDINGS
3-14-69	STEWART COLOR LABORATORIES INC. Filed Judgment # 69,972 (atty present) It is adjudged that the deft is guilty as charged and convicted, the deft is FINED \$500.00. The fine is to be paid within sixty (60) days. TENNEY, J.
3-14-69	LOU MARTI: Filed Judgment (atty present) It is adjudged that the deft is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of TWO (2) YEARS on each of counts 1 & 2 to run concurrently with each other. The deft. is continued on his present bail of \$35,000.00 and is to post bail fixed in the same amount of \$35,000.00 pending appeal. Bail limits to include Washington, D.C. on condition deft. notify the U.S. Atty's office 24 hours before departure and that the bail bond must be re-written by that time. TENNEY, J.
3-14-69	Issued commitment & copies. - Deft. advised of his right to appeal- TENNEY, J.
3-14-69	LYLE RUSS PELLETIER: Filed Judgment (atty present) It is adjudged that the deft is guilty as charged and convicted, the deft is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of THREE (3) MONTHS on each of counts 1 and 2 to run concurrently with each other. The deft is continued on his present bail and is to surrender to the U.S. Marshal for service of his sentence in thirty (30) days. TENNEY, J.
3-14-69	Issued commitment & copies.
3-14-69	LOU SAKS: Filed Judgment (atty present) It is adjudged that the deft is guilty as charg and convicted, the deft is hereby committed to the custody of the Attorney General or his authorized representative for imprisonment for a period of TWO (2) YEARS on count 2. Deft. continued on present bail of \$15,000.00 until he posts bail pending appeal fixed in the sum of \$15,000.00 and subject to the same conditions that prevail on present bail. TENNEY, J.
3-14-69	Issued commitment & copies. - Deft. advised of his right to appeal TENNEY, J.
3-17-69	LOU SAKS-Filed notice of Appeal to the U.S.C.A. \$5. paid. dated 3/14/69.
3-19-69	LUIS MARTI: Filed notice of appeal to the USCA from the Judg. of 3-14-69 \$5.00 Pd.
5-2-69	LOUIS MARTI) Filed Transcript of record of proceedings, dated 1-7, 8, 10, 13, 14, 15-1969 LOU SAKS)
5-2-69	LOUIS MARTI) Filed Transcript of record of proceedings, dated 1-16, 17, 20, 21, 22, 23-1969 LOU SAKS)
5-2-69	LOUIS MARTI) Filed Transcript of record of proceedings, dated 1-24, 27, 28, 29, 30-1969 LOU SAKS)
5-15-69	LUIS MARTI: Filed certification of record on appeal to the USCA
5-23-69	THEODORE DELMAR) Both defts. ordered transferred to Eastern Dist. of La. for plea BARBARA DELMAR) & sentence under rule 20. FRICKEL, J.
5-26-69	THEODORE DELMAR: Forwarded certified copies of indictment and consent to transfer for BARBARA DELMAR : plea & sentence under rule 20 to the Eastern Dist. of La., New Orleans Division, J. 3 care, & transmittal letter. xxxxxxxx

DATE	PROCEEDINGS
3-6-70	LEON GOLDMAN- Filed Warrant for arrest of deft. dtd. 12-1-67 returned executed on 11-24-69
3-19-70	LUIS MARTI - Filed appearance bond, Stuyvesant Ins. Co., dtd 6-20-69 (Bishopp) amt. \$35,000.00
3-23-70	LOU SAKS - Filed appearance bond, Pub. Ser. Mut. Ins. amt. \$15,000.00 by U.S. Comm. Bishopp, dtd 3-24-69
3-23-70	LOU MARTI- Filed appearance bond, amt. \$35,000.00, Pub. Ser. Mut. Ins. by U.S. Comm. Bishopp, dtd 3-20-69
4-20-70	LOU MARTI AND LOU SAKS, Filed U.S. Court of Appeals order & judgment, On consideration whereof, it is now hereby ordered, adjudged, and decreed that the judgments of said Dist. Court be and they hereby are reversed in accordance with the opinion of this Court. dtd. 2-3-70. A. Daniel Fusaro, Clerk. (Mailed notices)
11-12-70	Luis Marti- Filed Order dated 11-12-70 and signed by Judge Cooper, extending the bail limits of the deft. to Puerto Rico. (see order)
6-29-71	LOU MARTI- Filed notice of motion and memorandum of law for order dismissing indictment. METZNER, J.
7-23-71	LOU MARTI- Filed Govt's memo of law in opposition to deft's motion. METZNER, J.
9-28-71	L. MARTI- filed memo-endorsed on motion dtd 6-29-71., "Motion for dismissal of indictment is denied. The trial in this case is set for 1-4-72., at 10:30AM in Rm 1506." (m/n) METZNER, J.
2-4-72	Lou Marti- Bench warrant issued.
2-4-72	Filed No appearance by Deft. Lou Marti- Bail 50,000 forfeiter. ****B Bench warrant Issued. Metzner, J.
9-18-72	LOU MARTI - Filed Warrent/with Marshals return - unexecuted, unable to locate defendant. for arrest
4-10-73	Lou Marti(atty. present) withdraws his plea of not guilty and pleads guilty to count 2. Pre-sentence report ordered. Sentence 5-22-73. Deft. remanded. Metzner, J.
5-22-73	LOU MARTI - Filed Judgment(Atty. present) Deft produced on a Writ) The deft is committed for imprisonment for a period of ONE YEAR on count 2... This sentence to run CONSECUTIVELY with the sentence imposed on 12-7-70 in the Southern Dist. of N.Y. under indictment #69 Cr. 747. Count 1 is dismissed on motion of the deft's counsel with the consent of the Govt..... Metzner, J. Entered 5-24-73-----
6-13-73	LOU MARTI. Filed Commitment & return. Deft. Delivered to the Warden, Federal Detention Hqts., N.Y. for service of sentence at that institution, or for transportation to another transportation to another institution designated by the Attorney General, by prison van.

-----X
UNITED STATES OF AMERICA

-against-

LOU MARTI, et al,

Defendants.
-----X

CASE NO. 67 CR 986

JUDGE METZNER

CLERK'S CERTIFICATE

I, RAYMOND F. BURGHARDT, Clerk of the District Court of the United States for the Southern District of New York, do hereby certify that the certified copy of docket entries lettered A - I, and the original filed papers numbered 1 thru 20, inclusive, constitute the record on appeal in the above entitled proceeding; except for the following missing documents:

DATE FILED

PROCEEDINGS

N O N E

IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, this 27TH day of JUNE, in the year of our Lord, One thousand nine hundred and seventy four, and of the Independence of the United States the 198th year.

Raymond F. Burghardt
Clerk of the Court



17012100, 21

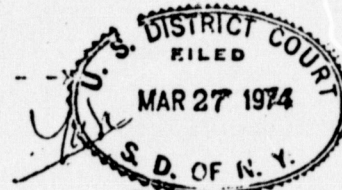
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

against

THEODORE DELMAR, BARBARA DELMAN
a/k/a BARBARA KAUFMAN, DANIEL
M. GENTILE, LEON GOLDMAN, LOU
MARTI et al.,

Defendants.



-----X

PLEASE TAKE NOTICE, that upon the annexed affidavit of MELVYN SCHLESSER, duly sworn to on the 27th day of March, 1974, the affidavit of PAUL EICHLER, duly sworn to on the 28th day of March, 1974, and upon all of the proceedings heretofore had herein, a motion will be made before the Honorable Charles M. Metzner, District Court Judge, in Room of the United States Courthouse, located at Foley Square, New York, New York, on the 11th day of ~~April~~ 1974, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, for an Order vacating the forfeiture of the appeal bond dated March 19, 1970 written by the Stuyvesant Insurance Company on behalf of the defendant LOU MARTI in the amount of Thirty-Five Thousand (\$35,000) Dollars and for such other further and different relief as to the Court may seem just and proper.

YOURS, ETC

Robick, Deutsch & Schlessner
ROBICK, DEUTSCH & SCHLESSER
Attorneys for Stuyvesant
Insurance Co.
Office and P.O. Address
149 West 72nd Street
New York, New York 10023

TO: HON. PAUL CURRAN
United States Attorney
Southern District of New York
Foley Square
New York, N.Y.
ATT: Mr. Jupiter

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

-against-

THEODORE DELMAR, BARBARA DELMAR,
a/k/ BARBARA KAUFMAN, DANIEL
M. GENTILE, LEON GOLDMAN, LOU
MARTI et al.,

Defendants.
-----X

State of New York)
County of New York) SS.:

MELVYN SCHLESSER, being duly sworn, deposes
and says:

That I am an attorney at law, a partner in the
law firm of BOBICK, DEUTSCH & SCHLESSER and am admitted to
practice in the United States District Court for the Southern
District of New York.

That I make this affidavit in support of a
motion to vacate a forfeiture of an Appeal Bond dated March
19, 1970. Said bond was written by Stuyvesant Insurance
Company under case Number 67 CR 986 and related to the
appeal of the defendant Lou (Luis) Marti.

On December 1, 1967 an indictment was filed
by a Federal Grand Jury in the United States District Court
for the Southern District of New York, charging the defendant,
Lou (Luis) Marti and several others with violations of Title
18 U.S.C. § 371 in two separate counts.

Subsequently a trial on said indictment was
had and the defendant, Marti, was convicted on January 30,
1969.

Defendant, Marti, remained on bail throughout
the pendency of the aforesaid indictment. In addition,
other separate indictments were filed against the same
defendant in both the United States District Court for the

Southern District of New York and Eastern District of New York. The defendant was released on bail in these matters as well.

On March 14, 1969 the defendant was sentenced on the conviction in the instant matter. An appeal of the said conviction was filed and the appeal bond in question was executed in the amount of \$35,000.

On February 3, 1970 the United States Court of Appeals, Second Circuit, reversed the defendant's, Marti, conviction.

The records indicate that thereafter the next scheduled appearance was on February 2, 1972 in the United States District Court for the Southern District of New York before the Honorable Charles M. Metzner, District Judge. On that date the defendant did not appear, and his bond was forfeited. The total bond on the defendant at that time was \$50,000. Included therein was the Appeal Bond in the instant matter in the amount of \$35,000.

It must be noted at this juncture, that at no time prior to the date of forfeiture on February 2, 1972, was the Stuyvesant Insurance Company, or any of its agents, notified that the matter was returned to the trial calendar and that a Court appearance by the defendant was required. An affidavit of Paul Eichler, confirming the foregoing fact is annexed hereto and made a part of this application.

Indeed, it appears that no court dates were set between the date the conviction was reversed on February 3, 1970 and the date of forfeiture on February 4, 1972.

Furthermore, it is clear that the bond was forfeited two years after the defendant's conviction was reversed.

On April 10, 1973 the defendant was produced in Court before the Honorable Charles M. Metzner, District

Court Judge. At that time the defendant entered a plea of guilty to the second count of the indictment in the instant matter and sentencing was set for May 22, 1973. The defendant was remanded.

On May 22, 1973 the defendant, Marti, was sentenced to a one year term of imprisonment under Count Two of the indictment in this matter, which term was to run concurrently with the sentence he was serving under case number 69 CR 747. Count One of the indictment herein was dismissed.

The defendant, Marti, is presently serving the aforesaid sentence.

Subsequently, and on/or about March 22, 1974, a notification was sent to the Stuyvesant Insurance Company demanding payment of the amount of \$35,000 on the Appeal Bond written for the defendant, Marti.

This motion now seeks relief of said forfeiture in the interest of justice and in the exercise of discretion and equity .

It is respectfully submitted that the facts hereinabove presented warrant vacating the forfeiture in the interest of justice. This is particularly true since

a) the judgment appealed from was reversed approximately two years prior to the forfeiture,

b) the surety never received notice of the date the Court appearance was scheduled for,

c) the defendant later appeared in Court, plead guilty and saved the Government enormous expense of a new trial, and

d) the defendant is presently serving the prison term imposed by the Court on his plea of guilty.

Indeed, of particular relevance is the fact that the Government has already been compensated for the cost and expense of returning the defendant to the jurisdiction of this Court. In this regard, the Court is again respectfully referred

to the accompanying affidavit of Paul Eichler wherein it is noted that as agent for Stuyvesant Insurance Company, he paid to the United States Government the sum of Five Thousand (\$5,000) Dollars on a Ten Thousand (\$10,000) Dollar bond written on behalf of the defendant, Marti, and forfeited at the same time the instant bond was forfeited. Accordingly, the Government already agreed to accept the foregoing sum of Five Thousand (\$5,000) Dollars for the aforesaid bond and in order to reimburse the government, its agents and employees for any loss it may have sustained by virtue of the defendant's failure to appear in Court on February 4, 1972.

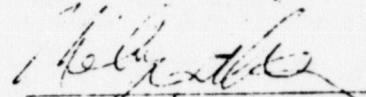
It would now appear to be unduly harsh treatment of this applicant to further penalize it for the failure of the defendant to appear. This is particularly true since this applicant was never advised of the date of defendant's appearance, and most significantly, the case has been disposed of to the satisfaction of both the Government and the defendant.

Again it is submitted that this Court should take into account the fact that the Government was spared the cost and expense of a new trial of the defendant, that the defendant is currently imprisoned on the instant indictment for which this forfeiture was entered, and that at the time of the forfeiture on February 4, 1972, the defendant's conviction had been reversed two years previously.

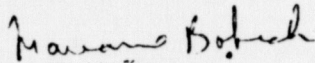
Certainly, the fact that the Government has already been compensated for any loss or expense connected with this forfeiture should be given weight in the Court's determination of the application herein presented.

In light of all the foregoing, and in the interests of justice, it is respectfully requested that the forfeiture of the appeal bond written by Stuyvesant Insurance Company in the sum of Thirty-Five Thousand (\$35,000) Dollars be vacated and set aside.

WHEREFORE, it is respectfully requested that
the within application be granted in all respects.


MELVYN SCHLESSER

Sworn to before me this
27th day of March, 1974.


MARIANNE BOHACH
Notary Public, State of New York
County of New York
Commission Expires March 30, 1975

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

UNITED STATES OF AMERICA

- against-

THEODORE DELMAR, BARBARA DELMAR, et al.,
Defendants.

-----X

State of New York)
County of New York) SS.:

PAUL EICHLER, being duly sworn, deposes and says:

That I am an agent of Stuyvesant Insurance Company and that I am fully familiar with all the facts and circumstances hereinafter set forth.

That your deponent was the agent who wrote the bond on behalf of the defendant Lou (Luis) Marti in the instant matter. Said bond was written on March 19, 1970 in the amount of \$35,000.

A review of the Court file indicates that on February 4, 1972 the foregoing bond was forfeited by the Honorable Charles M. Metzner, District Judge. At the same time, certain other bonds, one in the amount of \$10,000 was also forfeited. The latter bond was also writted by your deponent on behalf of the defendant, Marti in connection with indictment No. 69 CR 747.

Because of the defendant's (Marti) failure to appear and the forfeiture of the bond in the matter of, 69 CR 747, the Stuyvesant Insurance Company paid to the Government the sum of Five Thousand (\$5,000) Dollars on May 11, 1973. Said sum was an agreed upon settlement of the Government's claim for the aforesaid bond and was to cover and reimburse the government for the costs and expenses in securing the defendant's appearance in court.

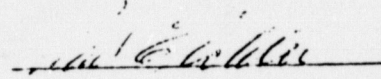
In reference to the instant matter, a review of my files and the records maintained at the company office

at 877 Brook Avenue, Bronx, New York fail to reveal any notification by the Government or the Court that the defendant's presence in Court was requested for February 4, 1972. Indeed, at that time the defendant's conviction was reversed for a period of approximately two years.

Accordingly, since your deponent has already compensated the Government for any loss suffered by virtue of the defendant's non-appearance, and since the defendant is presently under sentence of this Court on this very indictment, it appears manifestly unfair and particularly harsh ~~that~~ the conviction was reversed.

This is especially true since your deponent has already paid Five Thousand (\$5,000) Dollars on the aforesaid bond.

WHEREFORE, it is respectfully requested that the within application be granted in all respects.


PAUL EICHLER

Sworn to before me this
19th day of March, 1974

5

RMJ:sk
44791

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
UNITED STATES OF AMERICA,

-v-

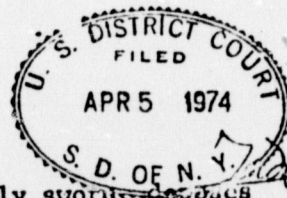
LUIS MARTI,

Defendant.
-----x

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
SOUTHERN DISTRICT OF NEW YORK)

AFFIDAVIT IN
OPPOSITION
TO MOTION TO VACATE
BAIL FORFEITURE

67 Cr.-986 (C121)



Robert M. Jupiter, being duly sworn, deposes

and says:

1. I am an Assistant United States Attorney in the office of Paul J. Curran, United States Attorney for the Southern District of New York and make this affidavit in opposition to the motion for an Order to vacate the forfeiture of the bond pending appeal which was written to assure the presence of Luis Marti.
2. The information contained herein was obtained from the files of the United States Attorney's office and of the Court and present and former members of the Department of Justice.
3. The above indictment was filed and sealed on December 1, 1967, charging the defendant among others with conspiring to transport obscene pictures in interstate commerce. A bench warrant was issued.
4. On December 19, 1967, the defendant was arrested on the bench warrant; he pleaded not guilty and was released on bail set in the amount of \$2,000. The record reveals that on January 30, 1968, bail was increased to \$25,000.

5. On January 7, 1969 trial on this charge commenced before Judge Tenney. It was a long trial encompassing 17 trial days. At the conclusion the jury returned a verdict of Guilty against Mr. Marti and another defendant.

6. Upon the finding of guilt, the amount of Mr. Marti's bail was increased to \$35,000.

7. On March 14 the defendant was sentenced to 2 years on Counts 1 and 2 to run concurrently with each other. Bail was continued, in the amount of \$35,000, pending appeal with directions that the bail bond be rewritten.

8. Mr. Marti prosecuted his appeal and was successful in obtaining a reversal of his conviction. However, the indictment was not dismissed, United States v. Marti, 421 F.2d 1263. An order to that effect was issued by the United States Court of Appeals and filed in the District Court on April 20, 1970. Thus, the bail bond written pending appeal on behalf of Luis Marti was still in effect.

9. On June 28, 1971 the defendant made a motion to this Court for dismissal of the indictment in this case. On September 28, 1971 the motion to dismiss the indictment was denied and trial was set for January 4, 1972.

10. On February 4, 1972 Marti failed to appear in this Court. A bench warrant was ordered. The Government's application that the defendant's bail be forfeited was granted.

11. After a long and extensive search, the defendant was located in Guayaquil, Ecuador. This was where defendant had fled the country to avoid prosecution. In this foreign city he sought to make a claim of citizenship. After the exertion of considerable effort by the Federal Bureau of Investigation, this Government was able to prove that he was not a citizen of that country and he was ejected therefrom. The defendant was arrested when he disembarked from the airplane in this country.

12. He entered a plea of guilty in this Court to Count 2 of the indictment. On May 22, 1973 he was sentenced to a term of imprisonment for one year on Count 2 to be served consecutively with a sentence he was currently serving on another charge, Docket No. 69 Cr. 747.

PRESENT PROCEEDINGS

13. The surety's motion to vacate the aforesaid forfeiture should be denied. The surety has failed in its burden to establish that justice does not require enforcement of this forfeiture. See 46(f)(2), F.R.Cr.P., United States v. Accardi, 241 F. Supp. 119, 120 (S.D.N.Y. 1964), aff'd sub nom., United States v. Peerless Ins. Co., 343 F.2d 759 (2d Cir.), cert. denied, 382 U.S. 832 (1965). To the contrary, the need for enforcement here is affirmatively demonstrated by the fact that the defendant purposely became a fugitive to avoid prosecution in this Court.

14. By the terms of the bond (copy attached as Exhibit A) the defendant was required to

"appear before the District Court of the United States for the Southern District of New York on such day or days as it be set for retrial of said case provided that the judgment of the District Court of the United States for the Southern District of New is reversed by said United States Court of Appeals and; . . ."

This is exactly what happened in this case. He did not appear on the day set. He remained a fugitive for at least fourteen months thereafter.

15. His absence put the Government to the task of expending time and effort to locate him. There was no satisfactory explanation for his absence for this extensive period. His departure was wilful.


16. There is no requirement that the surety receive notice of the date of the court appearance of his defendant. Notice to the surety is not a precondition to forfeiture of a bond. Rule 46(e)(1) F.R.Cr.P., United States v. York, 281 F. Supp. 385 (D.C. Kan. 1968), Western Surety Co. v. United States, 51 F.2d 470, 472 (9th Cir. 1931).

17. One wonders how a commercial bonding company could seek a remission or vacatur of a bail bond forfeiture based on equity? Posting bonds is their business. Here they are plainly seeking to avoid their obligation to make good on the bond they have written. In their experience and sophistication they cannot be considered in the same light as a nonprofessional surety such as a friend or a

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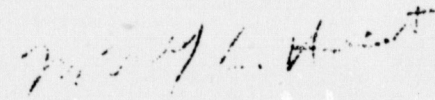
relative who becomes a surety of a person who has been charged with a crime. The latter may enter such an undertaking blinded by compassion or other emotion rather than a sense of reality. However, this is not the case with a bonding company. Theirs is a commercial endeavor unencumbered and uninfluenced by such subjective factors as sentiment.

WHEREFORE, it is respectfully requested that the Stuyvesant Insurance Co. should be held to the contract that they made and their motion to vacate the bail forfeiture be denied.



ROBERT M. JUPITER
Assistant United States Attorney

Sworn to before me this
3rd day of April, 1974.


J. L. HUNT
Notary Public
New York
My Comm. Expires 12/31/75
Notary Seal

TO: BOBICK, DEUTSCH & SCHLESSER
Attorneys for Stuyvesant
Insurance Co.
Office and P.O. Address
149 West 72nd Street
New York, New York 10023

44181
67:84

RECEIVED AND FORWARDED

New York Civil Court Department, 127 Broad Avenue, Bronx, New York 10451

NEW YORK COUNTY OF NEW YORK	FILE NO.	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED
150000	1000	1000	1000	1000	1000	1000	1000	1000	1000
AND NO CENTS	MO.	DAY	TH.	MO.	DAY	TH.	MO.	DAY	TH.

MAR 10 1970

1000

CLERK ATTORNEY IN FACT STATE NEW YORK

KNOW ALL MEN BY THESE PRESENTS

SECTION 1 That The Stuyvesant Insurance Company, a New York corporation does hereby make, constitute and appoint the party(s) as set forth in Item One (1) above, as its true and lawful attorney-in-fact with full power and authority hereby confirmed to execute on behalf of the said Company, as sole surety only subject to the limitations as herein set forth, a criminal and/or civil Bond on behalf of

ITEM FIVE (5)

Joe M. M...
Name of Principal to be insured

Insert Bond Amt.
Valid If Not Completed
\$35000-

to be given to people of the STATE OF NEW YORK and/or the UNITED STATES of AMERICA.

SECTION 2 That the authority of such attorney-in-fact to bind the Company shall not in any event exceed the amount set forth in Item Two (2) above on any one bond and the said attorney-in-fact is hereby authorized to insert in Item Five (5) the name of the person on whose behalf this bond is given.

SECTION 3 This power is not valid unless used on or before the date set forth in Item Three (3) above and can only be used once.

SECTION 4 The authority of such attorney-in-fact is limited to appearance bonds and cannot be construed to guarantee for failure to provide payments, back alimony payments, fines or wage law claims.

SECTION 5 This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on November 19, 1958.

ARTICLE III. OFFICERS

Section 6 Resident Officers and Attorneys-in-Fact. The President, the Executive Vice-President, or any Vice-President shall have power and authority to appoint Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and attach the seal of the Company thereto, except such seal shall not be necessary when any bond or other obligation shall be executed under a power of attorney to which the seal of the Company is attached and such power of attorney attached to such bond or other obligation.

SECTION 6 This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution duly adopted by the Board of Directors of the Company on November 19, 1958.

"Resolved, that the signature of the President, or any Executive Vice-President or any Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

SECTION 7 IN WITNESS WHEREOF, THE STUYVESANT INSURANCE COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed on the date set forth in Item Four (4) above.

SECTION 8 DO NOT ACCEPT A POWER OF ATTORNEY WHICH BEARS ANY ALTERATIONS, ERASURE OR INTERLINEATION.

THE STUYVESANT INSURANCE COMPANY

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

By: *Edwin P. Rubenstein*
Vice President

On the month day and year as set forth in Item Four (4), above before me personally came Edwin P. Rubenstein to me known, who, being by me duly sworn did depose and say that he resides in the City of Newark, State of New Jersey; that he is the Vice-President of the Stuyvesant Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the corporation and that the seal affixed to said instrument is such corporate seal and that the corporate seal was affixed to the said instrument pursuant to authority given by the Board of Directors; that the corporation is duly and legally authorized to transact business in the District of Columbia and all states and is duly and legally authorized to issue recognizances and bail bonds in the District of Columbia and all states and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, and the insurance laws of the said states allowing certain corporations to be accepted as Surety on Bonds.

SWORN TO BEFORE ME ON THE DATE SET FORTH
IN ITEM 4. FOUR ABOVE

Michael J. ...
Notary Public

NOTE "EXHIBIT A"

My Commission Expires March 30, 1970

- (1) A separate power of attorney must be attached to each bond executed
- (2) Powers of attorney must not be returned to Attorney-in-Fact but should remain a permanent part of court records

before the Court for the Southern District of New York, in the Second
Circuit, personally came
LOUIS HART, Principal, of
NO. 111, 11th Avenue, New York, N.Y., and
THE UNITED STATES COURT OF APPEALS, Third, of
the Southern District of New York, and
several persons known to one of the United States of
America, that is to say, the said,
LOUIS HART, Principal, the sum
of THIRTY-FIVE THOUSAND DOLLARS, and the said
THE UNITED STATES COURT OF APPEALS, Third, of
the Southern District of New York, Surdty, the sum of
THIRTY-FIVE THOUSAND DOLLARS, Dollars,
separately to be received and made of their real, goods and
chattels, lands and tenements, to the use of the said United States,
if default shall be made in the conditions following, to wit:

WHEREAS, lately, on the 14th day of March, 1939,
in the District Court of the United States for the Southern District
of New York, in a cause pending in said District Court between the
United States of America and LOUIS HART,
defendant, a judgment and sentence was
rendered against the said LOUIS HART,
and the said LOUIS HART
an appeal in the United States Court of Appeals for the Second
Circuit to reverse the judgment and sentence imposed against him, and

WHEREAS bail was fixed in the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)
Dollars pending the disposition of said appeal.

NOW, the conditions of this recognizance are such, that if the
said LOUIS HART shall appear
either in person or by attorney, in the United States Court of
Appeals for the Second Circuit when said cause is reached for
argument or when required by law or rule of said United States Court
of Appeals and from day to day thereafter in said United States
Court of Appeals until said cause is finally disposed of, and shall
obey by and obey all orders made in said cause, and shall answer
himself in execution of the judgment and sentence appealed from on
such day as the District Court of the United States for the Southern
District of New York may direct, if the judgment and sentence
appealed from shall be affirmed, and shall appear before the District
Court of the United States for the Southern District of New York on
such day or days as shall be set for a retrial of said case, pro-
vided the judgment of the District Court of the United States for
the Southern District of New York is reversed by the said United
States Court of Appeals; and shall not neglect the jurisdiction of
the District Court of the United States for the Southern District
of New York without leave, then this recognizance to be void, otherwise
to remain in full force, virtue and effect.

And we, the undersigned Principal and Surdty, do hereby
SATISFACTION, AGREE, and CONSENT, that in case the said Recog-
nizance shall be forfeited judgment may be entered in the sum set
out in said Recognizance, and that execution is thereon accord-
ing to law.

Acknowledged before me the day
and year first above written.

U. S. District Court, Southern District of New York

THE UNITED STATES COURT OF APPEALS, Third, of
the Southern District of New York, Surdty,
Attorney at

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-X

UNITED STATES OF AMERICA

- against-

LUIS MARTI,

Defendant.

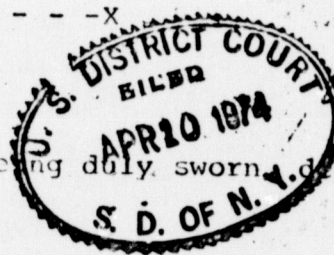
REPLY AFFIDAVIT
(67 CR.986)

CMM

State of New York)
County of New York) SS.:

PAUL EICHLER, being duly sworn, deposes and

says:



That your deponent is an agent of Stuyvesant Insurance Company and as such is fully familiar with all of the facts and circumstances surrounding this matter and makes this affidavit in reply to an affidavit heretofore submitted by Robert M. Jupiter, Assistant United States Attorney, which affidavit was submitted in opposition to the motion of Stuyvesant Insurance Company to vacate a bail forfeiture of the above named defendant, LUIS MARTI.

Of particular displeasure is that portion of Mr. Jupiter's affidavit wherein he questions that equity should have a place in vacatur of a bail bond since a commercial bonding company is involved. Your deponent submits that equity should have its place in the Courts and that all defendants should be treated similarly and with equity, that justice is the common factor involved regardless of whether the defendant is an individual or a corporation. In this regard your deponent is constrained to point out to the Court that should the Court fail to vacate the bond, it is your deponent who would be personally responsible for the payment of the sum of \$35,000. Under the arrangement which the individual agents have with the bonding company, the loss would fall on your deponent for any amount which this Court deems should be forfeited. Your deponent also respectfully notes that this bond was written by your deponent at that time.

without collateral since your deponent had known the defendant for several years prior to the preparation of the instant appeal bond. Mr. Marti had always proven responsible to your deponent and had returned to Court on each and every occasion whenever required in every court which required his attendance. Accordingly, your deponent had every belief that Mr. Marti would return when requested by the instant Court.

Again, your deponent wishes to note that the sum of Five Thousand (\$5,000) Dollars has already been paid by your deponent on behalf of this defendant with regard to a different action, as more fully set forth in the moving papers. This amount was chargeable to your deponent who wrote that bond and this amount was accepted by the United States Attorney as full compensation and full reimbursement for any costs and expenditures for the return of the defendant.

It is most respectfully noted that nothing in Mr. Jupiter's affidavit contradicts these assertions.

Under the foregoing circumstances, in the interest of justice and the equities which the facts herein present, since the defendant is presently incarcerated for the crime charged in the instant indictment, since the defendant plead guilty to the instant indictment and thereby avoided enormous expense to the government, since the appeal, for which the defendant was out on bail, had been granted and the conviction was reversed and since the forfeiture occurred approximately two years after the reversal of the defendant's conviction, it is most respectfully requested that the forfeiture be vacated.

WHEREFORE, your deponent respectfully requests that the motion herein be granted in all respects.

Paul Eichler
PAUL EICHLER

Sworn to before me this

9 day of April, 1974

Handwritten:
A-27
1974
Paul Eichler
Commissioner, Superior Court
San Diego, California
March 20, 1974

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

#40077
MAY 13 1 35 PM '74
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

-against-

THEODORE DELMAR, BARBARA DELMAR
a/k/a BARBARA KAUFMAN, DANIEL
M. GENTILE, LEON GOLDMAN, LOU
MARTI, et al.,

67 Cr. 986

Defendants.

METZNER, D. J.:

This is a motion by Stuyvesant Insurance Company, pursuant to Rule 46(c)(2), Fed. R. Crim. P., for an order vacating the forfeiture of a bond in the amount of \$35,000 which it had written on March 19, 1970 on behalf of defendant Marti.

The instant indictment, 67 Cr. 986, was filed on December 1, 1967 charging the defendant and others with conspiring to transport obscene pictures in interstate commerce. On December 19, 1967, defendant Marti was arrested on a bench warrant and bail was set in the amount of \$2,000. On January 30, 1968, bail was increased to \$35,000. Marti was convicted by a jury on this indictment

on January 30, 1969, and Judge Tenney increased his bail to \$35,000. On March 14, 1969, Marti was sentenced to two years, and his bail was continued in the amount of \$35,000 pending appeal, with directions that the bail bond be rewritten.

On February 3, 1970, the Court of Appeals reversed defendant's conviction and ordered a new trial. United States v. Marti, 421 F.2d 1263 (2d Cir. 1970). On remand, the \$35,000 appeal bond remained in effect. On December 12, 1970, a pretrial conference was held regarding the retrial of this case. At that time the court was advised that Marti had been convicted in another obscenity case before Judge MacMahon and that an appeal from that conviction was then pending. In addition, Marti was scheduled to go on trial in the Eastern District on January 11, 1971, on charges of interstate theft. It was agreed by Marti's counsel and the government that the court would wait at least until the Court of Appeals had passed upon defendant's appeal from Judge MacMahon before scheduling a new trial on this indictment.

On June 1, 1971, another conference was held with the attorneys. A trial date of January 4, 1972 was

set, since the Court of Appeals had not yet acted on the appeal from the conviction before Judge MacMahon. On July 7, 1971, Marti's conviction was affirmed by the Court of Appeals. United States v. Manarite, 448 F.2d 583 (2d Cir. 1971).

On November 1, 1971, another conference was held, at which time Marti's lawyer advised that the defendant had applied for certiorari from the July 7 affirmance, and that defendant had asked the Supreme Court to withhold action on his petition until it decided United States v. Orito. Probable jurisdiction had been noted in that case on October 2, 1971, and was originally argued on January 19, 1972 and reargued on November 7, 1972. The opinion was filed on June 21, 1973. 413 U.S. 139. Everyone agreed to hold up the instant case until the Supreme Court had decided Orito which involved the same issue. On November 9, 1971, the Supreme Court denied certiorari in Marti's case.

On February 2, 1972, a conference was held at the request of the government after Marti had failed to surrender upon the denial of certiorari. Marti had been notified to appear on this date and failed to do so.

His bail of \$35,000, which is the subject of this motion, was then ordered forfeited and a bench warrant issued for his arrest.

The defendant then remained a fugitive for approximately fourteen months until he was discovered living in Ecuador. He thereafter was returned to this country where he was arrested on the outstanding bench warrant. On April 10, 1973, defendant pled guilty to count two of this indictment and was sentenced on May 22, 1973 to a one-year term of imprisonment which he is now serving. Sometime in March 1974, the government sought payment of the \$35,000 bond from the movant.

Stuyvesant now urges that the forfeiture ordered on February 2, 1972 should be set aside under Rule 46(e)(2) because "justice does not require [its] enforcement" Five grounds are urged for this proposition:

1. The judgment appealed from was reversed approximately two years prior to the forfeiture.
2. The surety never received any notice of the date of defendant's scheduled court appearance on February 2, 1972.
3. Defendant ultimately pled guilty, thus saving the government the expense of a trial.

4. Defendant is presently serving a sentence of imprisonment.

5. The government has already received \$5,000 on a \$10,000 bond which had been forfeited on another one of Marti's indictments.

None of these grounds is sufficient cause for a remittitur of the bond. Forfeiture is mandatory under Rule 46(e)(1) when a defendant breaches a condition of his bail bond. Whether to vacate such a forfeiture is a matter within the sound discretion of the court. United States v. Accardi, 241 F. Supp. 119, 120 (S.D.N.Y.), aff'd sub nom. United States v. Peerless Insurance Co., 343 F.2d 759 (2d Cir.), cert. denied, 382 U.S. 832 (1965).

When defendant failed to appear in court on February 2, 1972, the surety on his bond became absolutely liable for the full amount of the bond. The fact that the surety may not have had notice of the defendant's scheduled court appearance is of no moment. Such notice was not a precondition for forfeiture here. See, e.g., United States v. Caro, 56 F.R.D. 16, 19 (S.D. Fla. 1972); cf., United States v. Egan, 394 F.2d 262, 266 (2d Cir. 1968), cert. denied, 393 U.S. 838 (1969).

That this case was ultimately disposed of by way of a plea of guilty and defendant's incarceration also does not vitiate the forfeiture. The fact remains that defendant remained a fugitive for over fourteen months prior to his apprehension in a foreign country. Defendant's discovery in Ecuador was due solely to the actions of the government. It is exactly this type of conduct which a bail bond is supposed to prevent. As such, forfeitures have a deterrent effect on those defendants who might be inclined to flee the jurisdiction, and on those bondsmen who might be less than judicious in bailing flight-prone defendants. This deterrence mitigates against setting aside a forfeiture when a fugitive is finally apprehended.

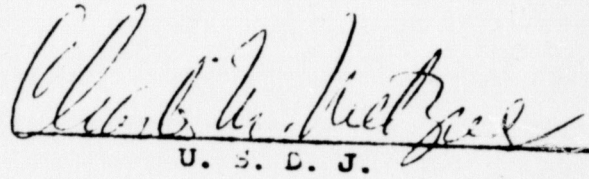
The movant makes much of the fact that because it did not secure the instant bond with any collateral, it must bear the entire loss resulting from the forfeiture. In an analogous case of misplaced reliance by a bonding company on a defendant's word, Judge Cannella concluded:

"The bonding company should not be permitted to benefit from their apparent careless conduct in accepting the defendant's unsubstantiated word concerning the value of the posted collateral." United States v. Accardi, supra at 120.

Motion Denied.

So ordered.

Dated: New York, N. Y.
May 13, 1974


U. S. D. J.

STUYVESANT INSURANCE COMPANY
 New York, N. Y.
 New York Bond Department, 877 Brook Avenue, Bronx, New York 10451

MAR 19 1970

D. OF N. Y.
162698

AUTHORITY FOR TO BEY AS ATTORNEY-IN-FACT STATE: NEW YORK	ITEM 2 NOT VALID FOR BOND IN EXCESS OF 50000	ITEM 3 NOT VALID IF USED AFTER 93069	ITEM 4 EXECUTED AND 21169	POWER NUMBER 162698
--	---	---	---------------------------------	---------------------------

PAUL EICHLER
FRED S. EICHLER

KNOW ALL MEN BY THESE PRESENTS:

SECTION 1. That The Stuyvesant Insurance Company, a New York corporation, does hereby make, constitute and appoint the party(ies) as set forth in Item One (1) above as its true and lawful attorney-in-fact with full power and authority hereby confirmed to execute on behalf of the said Company, as sole surety only subject to the limitations as herein set forth, a criminal and/or civil bond on behalf of

ITEM FIVE (5) Name of Principal to be bonded to be given to people of the STATE OF NEW YORK and of the UNITED STATES of AMERICA.	Insert Bond Amt. Void If Not Completed \$35000 -
--	--

SECTION 2. That the authority of such attorney-in-fact to bind the Company shall not in any event exceed the amount set forth in Item Two (2) above on any one bond and the said attorney-in-fact is hereby authorized to insert in Item Five (5) the name of the person on whose behalf this bond is given.

SECTION 3. This power is not valid unless used on or before the date set forth in Item Three (3) above and can only be used once.

SECTION 4. The authority of such attorney-in-fact is limited to appearance, bonds, and cannot be construed to guarantee for failure to provide payments, back alimony payments, fines or wage law claims.

SECTION 5. This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on November 19, 1958:

ARTICLE III. OFFICERS
 Section 6. Resident Officers and Attorneys-in-Fact. The President, the Executive Vice-President, or any Vice-President shall have power and authority to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact; and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and attach the seal of the Company thereto, except such seal shall not be necessary when any bond or other obligation shall be executed under a power of attorney to which the seal of the Company is attached and such power of attorney attached to such bond or other obligation.

SECTION 6. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution duly adopted by the Board of Directors of the Company on November 19, 1958:

Resolved, that the signature of the President, or any Executive Vice-President, or any Vice-President and the seal of the Company may be affixed by facsimile to any power of attorney, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so facsimile signed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

SECTION 7. IN WITNESS WHEREOF, THE STUYVESANT INSURANCE COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereunto affixed on the date set forth in Item Four (4) above.

SECTION 8. **DO NOT ACCEPT A POWER OF ATTORNEY WHICH BEARS ANY ALTERATIONS, ERASURE OR INTERLINEATION.**
 THE STUYVESANT INSURANCE COMPANY



By: Edwin P. Rubenstein
 Vice-President

67
98C

On the 19th day and year as set forth in Item Four (4) above before me personally came Edwin P. Rubenstein to me known, who, being by me duly sworn did depose and say that he resides in the City of Newark, State of New Jersey; that he is the Vice-President of the Stuyvesant Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the corporation and that the seal affixed to said instrument is such corporate seal and that the corporate seal was affixed to the said instrument pursuant to authority given by the Board of Directors; that the corporation is duly and legally authorized to transact business in the District of Columbia and all states and is duly and legally authorized to issue recognizances and bail bonds in the District of Columbia and all states and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, and the insurance laws of the said states allowing certain corporations to be accepted as Surety on Bonds.

SWORN TO BEFORE ME ON THE DATE SET FORTH IN ITEM FOUR ABOVE



Michael Shapiro
 Notary Public

NOTE

- (1) A separate power of attorney must be attached to each bond executed.
- (2) Powers of attorney must not be returned to Attorney-in-Fact but should remain a permanent part of court records.

My Commission Expires March 30, 1970

United States of America
Southern District of New York } ss.

BE IT REMEMBERED, that on this 20th day of June, in the year of our Lord one thousand nine hundred and sixty-nine, before me EARLE N. BISHOP, U.S. COMMISSIONER, ~~xxx for the Southern District of New York~~ ~~xxx for the Southern District of New York~~ for the Southern District of New York, in the Second Circuit, personally came

LOUIS MARTI t/f/n LUIS,

Principal, of

NO. 111-52 43rd Avenue, Corona, Queens County, New York

and

THE STUYVESANT INSURANCE COMPANY,

Surety, of

NO. 872 Brock Avenue, Bronx, New York 10451

and

severally acknowledged themselves to owe to the United States of America, that is to say, the said,

Louis MARTI,

Principal, the sum

of THIRTY FIVE THOUSAND (\$35,000.00) ----- Dollars, and the said

Surety, the sum of

THIRTY FIVE THOUSAND (\$35,000.00) ----- Dollars,

Dollars,

separately to be levied and made of their respective goods and

chattels, lands and tenements, to the use of the said United States, if default shall be made in the conditions following, to wit:

WHEREAS, lately, on the 14th day of March, 1969, in the District Court of the United States for the Southern District of New York, in a cause pending in said District Court between the United States of America and LOUIS MARTI,

defendant, a judgment and sentence was rendered against the said LOUIS MARTI,

and the said

filed

an appeal in the United States Court of Appeals for the Second Circuit to reverse the judgment and sentence imposed against him, and

WHEREAS bail was fixed in the sum of THIRTY FIVE THOUSAND (\$35,000.00) ----- Dollars pending the disposition of said appeal.

NOW, the conditions of this recognizance are such, that if the said LOUIS MARTI shall appear either in person or by attorney in the United States Court of Appeals for the Second Circuit when said cause is reached for argument or when required by law or rule of said United States Court of Appeals and from day to day thereafter in said United States Court of Appeals until said cause is finally disposed of, and shall abide by and obey all orders made in said cause and shall surrender himself in execution of the judgment and sentence appealed from upon such day as the District Court of the United States for the Southern District of New York may direct, if the judgment and sentence appealed from shall be affirmed, and shall appear before the District Court of the United States for the Southern District of New York on such day or days as shall be set for a retrial of said case, provided the judgment of the District Court of the United States for the Southern District of New York is reversed by the said United States Court of Appeals; and shall not depart the jurisdiction of the District Court of the United States for the Southern District of New York without leave, then this recognizance to be void otherwise to remain in full force, virtue and effect.

And we, the undersigned Principal and Surety, do hereby STIPULATE, AGREE, AND CONSENT, that in case the aforesaid Recognizance shall be forfeited judgment may be entered for the sum set forth in said Recognizance, and that execution issue thereon according to law.

Acknowledged before me the day and year first above written.

Earle N. Bishop
U. S. District Court, Southern District of New York

Louis Marti
Principal

THE STUYVESANT INSURANCE COMPANY,

By: Earle N. Bishop
Surety

Attorney-in-Fact

JAS:pm
44791

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
UNITED STATES OF AMERICA,

-v-

THEODORE DELMAR;
BARBARA DELMAR a/k/a Barbara Kaufman,
DANIEL M. GENTILE,
LEON GOLDMAN,
LOU MARTI,
LYLE RUSS PELLETIER,
LOU SAKS,
GERALD L. SCHOCHET,
RAMON S. STEWART, and
STEWART COLOR LABORATORIES, INC.,

:
:
:
: INDICTMENT
:

: 67 Cr.
:
:

Defendants.
----- x

The Grand Jury charges:

1. From on or about the 1st day of January, 1966,
up to and including the date of the filing of this indictment,
in the Southern District of New York and elsewhere, THEODORE
DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman, DANIEL M. GENTILE,
LEON GOLDMAN, LOU MARTI, LYLE RUSS PELLETIER, GERALD L. SCHOCHET,
RAMON S. STEWART, and STEWART COLOR LABORATORIES, INC.,
unlawfully, wilfully and knowingly did combine, conspire, con-
federate and agree, together and with each other, and with
divers other persons, to commit an offense against the United
States, to wit, to violate Section 1465 of Title 18, United
States Code.

2. It was a part of said conspiracy that said
defendants would unlawfully, wilfully and knowingly transport
in interstate and foreign commerce from the Southern District
of New York to Baltimore, Maryland, Philadelphia, Pennsylvania,

JAS:pm
44791

Cincinnati and Cleveland, Ohio, Detroit, Michigan, San Francisco, California, Florida, New Jersey, South America, and elsewhere, for the purpose of sale and distribution, obscene, lewd, lascivious and filthy pictures, films and prints, to wit, 3"X5" color photographs of nude males and females engaged in perverted and natural sexual acts.

3. Among the means by which the defendants would carry out the said conspiracy were the following:

(a) Defendants THEODORE DELMAR, BARBARA DELMAR, a/k/a Barbara Kaufman, LEON GOLDMAN, LOU MARTI and LYLE RUSS PELLETIER would and did arrange for the taking of 35 mm. photographs of nude males and females engaged in perverted and natural sexual acts, the development of said photographs, and the production of negatives therefrom.

(b) Defendants DANIEL M. GENTILE, LOU MARTI and LYLE RUSS PELLETIER would and did arrange to have said negatives utilized in producing large quantities of color prints at various photographic laboratories, including defendant STEWART COLOR LABORATORIES, INC., 1225 Broadway, New York City, then owned by defendants GERALD L. SCHOCHET and RAMON G. STEWART.

(c) Defendants THEODORE DELMAR, DANIEL M. GENTILE, LEON GOLDMAN, LOU MARTI and LYLE RUSS PELLETIER would and did arrange for the distribution of large quantities of said prints from the Southern District of New York to Baltimore, Maryland, Philadelphia, Pennsylvania, Cincinnati and Cleveland, Ohio, Detroit, Michigan, San Francisco, California, Florida, New Jersey, South America, and elsewhere, for purposes of resale and further distribution.

OVERT ACTS

In furtherance of said conspiracy and to effect the objects thereof, the defendants did commit the following overt acts in the Southern District of New York:

1. In or about July, 1966, defendants DANIEL M. GENTILE, LYLE RUSS PELLETIER and RAMON S. STEWART, together with William Morrison, met at the Sportsmen's Lounge, 31st Street and Sixth Avenue, New York City.
2. In or about July and August, 1966, defendants THEODORE DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman, and LOU MARTI took 35 mm photographs, at Apartment 1A, 11 Bronx River Road, Yonkers, New York, of nude males and females engaged in perverted and natural sexual acts.
3. In or about October, 1966, defendants THEODORE DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman and LEON GOLDMAN took photographs, at Apartment 2A, 455 West 23rd Street, New York City, of nude males and females engaged in perverted and natural sexual acts.
4. Between July 1st and November 1, 1966, defendants DANIEL M. GENTILE and LYLE RUSS PELLETIER delivered 35 mm negatives to defendants RAMON S. STEWART and STEWART COLOR LABORATORIES, INC., which negatives were of nude males and females engaged in perverted and natural sexual acts.
5. Between August 1st and November 1, 1966, defendants DANIEL M. GENTILE, GERALD L. SCHOGNET, RAMON S. STEWART and STEWART COLOR LABORATORIES, INC. produced approximately 50,000 3"x5" color photographic prints of nude males and females engaged in perverted and natural sexual acts.

6. In or about August, 1966, large quantities of said 3"x5" color prints were delivered to defendant LYLE RUSS PELLETIER at the Senton Hotel, 39 West 27th Street, New York City.

7. In or about September, 1966, large quantities of said 3"x5" color prints were delivered to defendant LYLE RUSS PELLETIER at the offices of Liberty Studios, Inc., 55 West 45th Street, 7th Floor, New York City.

8. In or about September, 1966, large quantities of said 3"x5" color prints were delivered to defendant DANIEL M. GENTILE in the vicinity of 1225 Broadway, New York City.

9. In or about September, 1966, defendant GERALD L. SCHOCHET delivered large quantities of said 3"x5" color prints to defendant LYLE RUSS PELLETIER in the vicinity of 1225 Broadway, New York City.

10. Between August 1st and December 2, 1966, defendants THEODORE DELMAR and LEON GOLDMAN purchased large quantities of said 3"x5" color prints from defendant LOU MARTI.

11. On or about October 1, 1966, defendants THEODORE DELMAR and LEON GOLDMAN delivered large quantities of said 3"x5" color prints to William Brauer in Baltimore, Maryland.

12. On or about October 15, 1966, defendants DANIEL M. GENTILE and LYLE RUSS PELLETIER met with William Morrison at a restaurant in New York City.

13. On or about October 19, 1966, defendants DANIEL M. GENTILE, RAMON S. STEWART, together with William Morrison, met at the office of defendant STEWART COLOR LABORATORIES, INC., 1225 Broadway, New York City.

JAS:pm
44791

14. On or about November 16, 1966, defendant LYLE RUSS PELLETIER met with William Morrison and Guy Bruno at the Riverboat Restaurant, 35th Street and Fifth Avenue, New York City.

15. On or about November 29, 1966, defendant LYLE RUSS PELLETIER met with William Morrison and Guy Bruno at the Taverne Restaurant, New York Hilton Hotel, New York City.

16. On or about November 29, 1966, defendant LYLE RUSS PELLETIER met with William Morrison and Guy Bruno at the offices of Liberty Studios, Inc. at 55 West 45th Street, 7th Floor, New York City.

17. On or about December 2, 1966, defendants THEODORE DELMAR and LEON GOLDMAN had possession of large quantities of said 3"x5" color prints at the offices of Chain Store Novelty Company, 1133 Broadway, New York City.

(Title 18, United States Code, Section 371).

COUNT TWO

The Grand Jury further charges:

1. From on or about the 1st day of January, 1965, up to and including the date of the filing of this indictment, in the Southern District of New York and elsewhere, THEODORE DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman, DANIEL M. GENTILE, LEON GOLDMAN, LOU MARTI, LYLE RUSS PELLETIER and LOU SAKS, unlawfully, wilfully and knowingly did combine, conspire, confederate and agree, together and with each other, and with divers other persons, to commit an offense against the United States, to wit, to violate Section 1465 of Title 18, United States Code.

2. It was a part of said conspiracy that said defendants would unlawfully, wilfully and knowingly transport in interstate and foreign commerce from the Southern District of New York to Baltimore, Maryland; Detroit, Michigan; Cleveland, Ohio; Philadelphia, Pennsylvania; New Jersey and elsewhere, for the purpose of sale and distribution, obscene, lewd, lascivious and filthy pictures, films and prints, to wit, 8mm color and black and white movie films of nude males and females engaged in perverted and natural sexual acts.

3. Among the means by which the defendants would carry out the said conspiracy were the following:

(a) Defendants THEODORE DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman, LEON GOLDMAN, LOU MARTI, LYLE RUSS PELLETIER and LOU SAKS would and did arrange for the taking of 8mm movies of nude males and females engaged in perverted and natural sexual acts.

(b) Defendants THEODORE DELMAR, DANIEL M. GENTILE, LEON GOLDMAN, LOU MARTI, LYLE RUSS PELLETIER and LOU SAKS would and did arrange for the development of said movie film, and the production of negatives and prints therefrom, at various photo laboratories.

(c) Defendants THEODORE DELMAR, LEON GOLDMAN, LOU MARTI, LYLE RUSS PELLETIER and LOU SAKS would and did arrange for the distribution of large quantities of 200 foot reels of said 8mm movies from the Southern District of New York to Baltimore, Maryland; Cleveland, Ohio; Detroit, Michigan; Philadelphia, Pennsylvania; New Jersey and elsewhere. for purposes of resale and further distribution.

OVERT ACTS

In furtherance of said conspiracy and to effect the objects thereof. the defendants did commit the following overt acts in the Southern District of New York:

1. In or about April. 1966, defendants LOU SAKS and THEODORE DELMAR, at Room 301, Hadson Hotel, Broadway and 31st Street, New York City, took 8mm color movies of nude males and females engaged in perverted and natural sexual acts.

2. In or about July and August, 1966, defendants THEODORE DELMAR, BARBARA DELMAR a/k/a Barbara Kaufman and LOU MARTI, at Apartment 1A, 11 Bronx River Road, Yonkers, New York, took 8mm color movies of nude males and females engaged in perverted and natural sexual acts.

3. In or about October, 1966, defendants THEODORE DELMAR and BARBARA DELMAR a/k/a Barbara Kaufman, at Apartment 2A, 455 West 23rd Street, New York City, took 8mm color movies

the defendant now made up in my - Patrick M. Wall
and the A. H. S. A. Douglas Eaton present is sentenced
to One (1) year in county (2) to run consecutively
with the sentence the defendant is now serving
under 69 or 747. S. D. of N.Y.
Motion to dismiss count (1) is granted. -
Writ satisfied.

10-17-73

Len Sch. - Entered and filed
Velle Presque - Kitzner, J.

~~of nude males and females engaged in~~ perverted and natural sexual acts.

4. Between January and December, 1966, defendant LYLE RUSS PELLETIER delivered exposed rolls of 8mm movie film, containing pictures of nude males and females engaged in perverted and natural sexual acts, to defendant DANIEL M. GENTILE.

5. Between January and December, 1966, defendant DANIEL M. GENTILE developed said 8mm film at various photographic laboratories in New York City.

6. Between January and December, 1966, defendants LOU MARTI and LOU SAKS sold and delivered large quantities of 8mm black and white and color movie films, containing pictures of nude males and females engaged in perverted and natural sexual acts, to defendants THEODORE DELMAR and LEON GOLDMAN.

7. In or about September, 1966, defendants THEODORE DELMAR and LEON GOLDMAN met with William Brauer in New York City.

8. In or about September, 1966, defendant THEODORE DELMAR delivered and sold to William Brauer, in Baltimore, Maryland, large quantities of 8mm movie films containing pictures of nude males and females engaged in perverted and natural sexual acts.

9. On or about October 1, 1966, defendant LEON GOLDMAN met with William Brauer at the Trailways Bus Depot, Baltimore, Maryland.

10. On or about November 28, 1966, defendant LEON GOLDMAN met with William Brauer at the Port Authority Bus Terminal, New York City.

11. On or about December 2, 1966, defendants THEODORE

BARBARA KELMAN H/1/14 CAROLAN KAUFMAN

BOTH DEFTS ORDERED TRANSFERRED TO DUX

EASTERN DISTRICT OF LOUISIANA FOR PLEA

9 SENTENCE PURSUANT TO RULE 50

FRANKEL, J.

FEB 17 1970

Leon Goldman - Transferred to Western District
of New York for plea of Not Guilty
to Rule 50
Weinfeld, J.

Feb. 4 1972

Ne H. Goldman by defendant LOU MARTI
BAIL \$50,000 - FERRITER
Bench WARRANT ISSUED, INQ
Metzner, J.

1. In or about September, 1966, defendant LOU MARTI
delivered and sold to William Bremer, in Baltimore,
large quantities of adult movie films containing pictures
of nude males and females engaged in perverted and sexual
acts.
2. In or about October 1, 1966, defendant LOU MARTI
met with William Bremer at the Trinitas Bus Depot, Baltimore,
Maryland.
3. In or about November 28, 1966, defendant LOU MARTI
met with William Bremer at the Port Authority Bus Terminal, New York
City.

APR 10 1973

The defendant Lou Marti with his atty Patrick
M. Wall and the U.S.A. present, withdrew his plea
of Not Guilty and pleads Guilty to count (2).
Plea accepted. Presentence report ordered. Sentence
May 22, 1973. Deft remanded
Metzner, J.

Trinity, J.

JAN 7 1960 Trial by jury begun as to left hand's martini
and how sales before Denney (J)

JAN - 8 1969 Trial Continued

JAN 10 1969 Trial continued

JAN 13 1969

JAN 14 1969

JAN 15 1959

JAN 17 1969

JAN 20 1969

JAN 21 1969

JAN 22 1969

JAN 23 1969

JAN 24 1969

JAN 27 1969

JAN 28 1939

JAN 30 1969

Trial continued and concluded. Verdict -
Marti guilty on counts 1 and 2 and Saks guilty
on count 2. Bail on Marti increased to \$5,000.
Bail on Saks increased to \$10,000. Conditions of
Bail: Marti + Saks restricted to eastern and
southern district only. Marti must surrender
his passport to the U.S. Atty. Both Marti and
Saks must report to their Tripp or Adams every
Monday and Wednesday at 1:00 noon. Additional
bail to be posted by 4:00 P.M. on Jan 31/69

Sentences due March 14. NO SENTENCE ORDER.

45 A

DEC 4 - 1968

Defts ^{Ramon} Stewart, ^{Gerald L.} Schochet and Stewart Cole
Labs (^{defendant} person) changed plea from
Not Guilty to Guilty as charged in Count 1.
Sentence date not set. Continued on present Bail.
Defts ^{Gerald L.} Schochet and ^{person} changed plea from Not
Guilty to Guilty as charged in Counts 1 and 2.
Sentence date not set. Continued on present Bail.
Defts ^{Law} Jones and ^{person} moved for severance.
Motion granted with consent of Court. Trial date
to be set at a later date. Continued on present
Bail.

January, 1969

DEC 5 - 1968

Theodore and Barbara Helman severed by order
of the Court. Trial began as to Defendant Lyle
Russ Pelletier.

DEC 6 - 1968

Trial continued.

DEC 9 - 1968

Trial continued. Jury empanelled and
sworn.

DEC 10 1968

Trial continued.

DEC 11 1968

Trial continued and ~~continued~~. Defendant Lyle
Russ Pelletier withdraws plea Not Guilty and pleads Guilty
to Counts 1 and 2 of the indictment and pleads Guilty
to Counts 1 and 2. Continued on present Bail
with consent of the Court. Sentence date set at
March 4, 1969 at which time Defendants Ramon
S. Stewart, Gerald L. Schochet and David M.
Gentile will also be sentenced and Stewart C.
Labs are

Form No. USA-230-774 (Rev. 9-22-63)
United States District Court
SOUTHERN DISTRICT OF NEW YORK

THE UNITED STATES OF AMERICA

vs.

THEODORE DELMAR, et al.,

Defendants.

INDICTMENT

67 Cr.

Violation of Title 18, U.S.C. 371

ROBERT M. MORGENTHAU

United States Attorney.

A TRUE BILL

Foreman.

DEC 1 - 1967

44791

Ordered as to THEODORE DELMAR, BARBARA DELMAR,
LEON GOLDMAN, LOU MARTI & LOU SAKS.

McBohey J.

12-5-67

Indictment ordered unsealed.

Theodore Delmar
Barbara Delmar a/k/a Babara Kaufman
Lou Marti
Lou Saks

) Each deft brought to court
warrant. Pleadings adjd t.
12-19-67. Defts ordered
fingerprinted. Bails fixe
at \$2,000. Defts paroled
until 4 P.M. 12-6-67 to pos
bail.
MOTLEY, J.

DEC 19 1967 THEODORE DELMAR, BARBARA DELMAR,

LOU MARTI and LOU SAKS each deft. and

each in sum of \$2,000. as to each deft.

adjd to 1/23/68 for all purposes.
RAMON S. STEWART, GERALD L. SCHUCHET and LYKE RUSSELL ET AL.

Each deft. and in sum of \$500. as
to each deft. adjd to 1/23/68 for all purposes.

STEWART COLOR LABORATORIES, INC.

through

RAMON S. STEWART, SECRETARY.

LEON GOLDMAN. Bail ordered forfeited.

Motley J.

DEC 22 1967 DANIEL M. GENTILE

not guilty - Bail contd. \$2,000.
adjd to 1/23/68 for all purposes.

Motley J.

FEB 28 1968 Barbara Delmar:

Dft. fingerprinted - Bail contd.

Frankel

December 3 - 1967 Bench warrant issued

for Theodore Delmar and Barbara Delmar

for the purpose of fingerprinting.

Paul J. Quinn (72)
COPY RECEIVED
August 30, 1978
UNITED STATES ATTORNEY

